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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

| | | |
|--------------------------------|---|----------------------------|
| -----X | : | |
| In re: | : | Chapter 11 |
| | : | |
| RANDALL'S ISLAND FAMILY GOLF | : | Case Nos. 00 B 41065 (SMB) |
| CENTERS, INC., <u>et al.</u> , | : | through 00 B 41196 (SMB) |
| | : | |
| Debtors. | : | |
| | : | (Jointly Administered) |
| -----X | : | |

**ARREARS STATEMENT OF RESTON PROPERTY INVESTORS LIMITED
PARTNERSHIP WITH RESPECT TO SKATENATION OF RESTON (STORE NO. 603)**

TO THE HONORABLE STUART M. BERNSTEIN,
CHIEF UNITED STATES BANKRUPTCY JUDGE:

Reston Property Investors Limited Partnership ("Reston"), as and for its written statement of arrears of **\$423,622.65** (plus interest) due and owing under that certain Deed of Lease, dated as of July 22, 1993 (the "Lease"), by and between Reston, as landlord, and Reston Ice Forum, L.P., as tenant, as assigned to SkateNation of Reston, LLC (the "Debtor") by that certain Assignment and Assumption of Lease, dated as of June 3, 1997 (the "Assignment"), respectfully represents, by its attorney, Gratch Jacobs & Brozman, P.C., as follows:

Summary Statement

This Arrears Statement is submitted by Reston in accordance with Paragraph 13 of this Court's Order, dated January 23, 2001, and Section E of the Bidding Procedures approved thereby. As of the date hereof, the Debtor is obligated to Reston under the Lease in the amount of **\$423,622.65**, all as more particularly set forth herein.

Background

A. Lease Provisions.

1. Pursuant to the Lease (Exhibit A hereto), Reston leases to the Debtor 67,427 rentable square feet of space in the Reston Ice Forum (formerly known as the Reston Athletic Club Building) at 1800 Michael Faraday Court, Reston, Virginia 22090 in Fairfax County, Virginia (the "Leased Property").

2. In accordance with the provisions of Paragraph 4 of the Lease, as of May 4, 2000, the commencement date of the Debtor's chapter 11 case (the "Petition Date"), the monthly rental for the Leased Property was \$23,881.05 (which has since increased by 3%).

3. Pursuant to Paragraph 7 of the Lease, the Debtor is obligated to pay all Utility Expenses, Taxes and Insurance Costs (as such terms are defined in Paragraph 7 of the Lease) on a current basis as they become due. Paragraph 7 of the Lease provides that if the Debtor does not pay such costs, Reston may pay such costs and charge such costs back to the Debtor together with interest from the date of payment at the rate of 10% per annum.

B. Capital Expenditure Requirement.

4. In connection with and as material inducement for Reston approving the Assignment, the Debtor executed a letter agreement, dated May 21, 1997 (the "Letter Agreement") (Exhibit B hereto), whereby it obligated itself to spend at least \$400,000 on capital improvements to the Leased Property (the "Capital Improvements").

C. The Debtor's Defaults Under the Lease.

5. After the Petition Date, the Debtor remitted payment of May, 2000 rent to Reston in an amount of \$21,569.98 against an actual monthly rental due in May, 2000 of \$23,881.05, leaving a deficiency owed by the Debtor for May, 2000 rent of \$2,311.07.

6. On July 28, 2000, real estate taxes on the Property became due and owing to the County of Fairfax, Virginia on the Leased Property in the aggregate amount of approximately \$20,000.00 (the "July 2000 Taxes") and was not paid timely by the Debtor. Accordingly, pursuant to the provisions of Paragraph 7 of the Lease, on or about August 15, 2000, Reston paid the July 2000 Taxes, together with accrued interest and penalty, in the actual amount of \$22,196.32 (Exhibit C hereto). On or about September 15, 2000, the Debtor reimbursed Reston an amount of \$6,399.40 against the July 2000 Taxes (Exhibit D hereto), leaving an unpaid balance of \$15,796.92 on account of the July 2000 Taxes (plus interest at the rate of 10% per annum from August 15, 2000).

7. On or about December 5, 2000, the Second Installment Bill for Tax Year 2000 relating to real estate taxes on the Leased Property became due and owing to the County of Fairfax, Virginia (Exhibit E hereto). Upon information and belief, the Debtor

paid all but a \$90.10 amount of these tax bills, leaving a balance of \$90.10 plus statutory interest and penalties due and owing under the Lease.

8. On or about November 14, 2000, a water bill for the Leased Property became due and owing in the amount of \$5,424.56 (Exhibit F hereto). Despite repeated demands by Reston, the Debtor did not pay the water charges due and owing as required pursuant to Paragraph 7 of the Lease. Accordingly, on or about January 23, 2001, Reston paid the sum of \$5,424.26 to the Fairfax County Water Authority, which \$5,424.26 amount is now due and owing to Reston pursuant to Paragraph 7 of the Lease, together with interest at the rate of 10% from January 23, 2001.

9. Upon information and belief, the Debtor has not discharged and satisfied its obligation with respect to the Capital Improvements. Accordingly, the Debtor remains obligated in the amount of \$400,000 for Capital Improvements due and owing under the Lease by virtue of the Letter Agreement.

Conclusion

Based upon the foregoing, the Debtor is currently obligated to Reston (a) in an amount of \$23,622.65¹ on account of Rent, Taxes and Utilities Expenses due and owing under the Lease and (b) \$400,000 on account of the unperformed Capital Improvements, for a total cure amount due and owing under the Lease of **\$423,622.65** plus interest. Accordingly, Reston respectfully submits that **\$423,622.65** (plus interest to date of payment) be deemed the cure amount for all purposes with respect to the Lease. Reston reserves any and all of its rights to oppose any assumption and assignment of the Lease on any appropriate grounds.

Dated: New York, New York
January 29, 2001

GRATCH JACOBS & BROZMAN, P.C.

By: /s/ Joseph M. Vann
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Attorney for Reston Property Investors
Limited Partnership

TO: SEE ATTACHED SERVICE LIST

¹ The \$23,622.65 amount is comprised of the following, all as more particularly set forth in Paragraphs 5 through 8 above:

| | | | |
|-------|-----------------|-----------|---------------------|
| \$ | 2,311.07 | - | May 2000 Rent |
| | 15,796.92 | - | July 2000 Taxes |
| | 90.10 | - | December 2000 Taxes |
| | <u>5,424.56</u> | - | Water Charges |
| Total | \$ | 23,622.65 | |